



## A Message from the Family of Joe Patten

by Greg E. Patterson on Wednesday, September 1, 2010 at 8:28pm

I would like to make a few points from the family of Joe Patten. Since Atlanta Landmarks Incorporated has provided a press release indicating their position on the issue, it would be best if folks had an opportunity to read the timeline of events that lead to this unfortunate disagreement.

Bob Foreman, Joe's best friend and fellow board member, notified us that Joe was hospitalized. He was given instructions to contact us if there was a reason we should respond to any medical problems. We made arrangements to travel up to visit Joe and check on his condition.

After travelling to Atlanta from Florida, we learned that he was hospitalized due to complications from his diabetes. Anyone familiar with the disease probably has a family member that has been hospitalized a time or two due to the nature of its effects. We were delighted to see Joe recovering quickly in the care of both the hospital and his recovery facility, and had several family members coming and going to be with him through the recovery.

During this time, we were contacted by officials representing the Fox Theatre. Several of these individuals are people we thought of as friends; both of us and Joe. One theme was apparent in every contact made by the Fox Officials, and that theme was that they did not want him to return to the Theatre.

We were also informed by a Board Member that the Executive Board of Directors of Atlanta Landmarks met shortly after Joe's hospitalization, and made a determination that Joe was not to return to the Theatre. We were also informed that we would not be permitted to care for Joe in his apartment. This was when we were first told that "The Fox was not an assisted living facility".

Without any medical knowledge or authority, they had already determined that he was in no condition to return.

At first, we were concerned as well. We talked both to Joe and his doctors. Early in his recovery, the Doctors determined that he would make a full recovery. They also indicated that there was no reason why he could not return to his home. After the doctors informed us of this determination, one of the same officials from the Fox Theatre contacted Joe's family again.

The individual proceeded to encourage us to assist Joe in finding alternative living arrangements. This same individual claimed to have spoken with his doctors during a visit and that the doctors said he would not be in good enough health to return to his home. The person claimed that he was unaware of his surroundings, was not very responsive, and claimed to have a diminishing desire to live, and that a change of environment would suit him best.

This was the first thing that tipped us off that the Fox's staff was disingenuous in their claims to be interested "only in Joe's health". This naturally put Joe and his family on the defensive.

It was obvious at this point that Joe was not welcome back. We felt that this decision was not out of concern for his health, but of concern to remove him from his apartment permanently, which they later reinforced in writing.

After this exchange, we again spoke with Joe asking what his plans were. Since his doctors informed him that he was healthy enough to return to his Apartment, we made plans to help him settle back into his apartment after his discharge. At this point in time, Joe felt it best to retain legal counsel, as he and his family felt that the Fox's motives for removing him were not in accordance with his 31-year lifetime lease agreement.

Upon arriving at the Fox to return Joe to his apartment, we were immediately stopped by an official of the Fox Theatre, who rushed off after we informed the individual that Joe had returned. Within two hours, Joe was visited by Woody White and Beauchamp Carr, both executive board members of Atlanta Landmarks. That was when they dropped off the notice that he was to seek alternative living arrangements, and provided a list of 10 assisted living facilities around Atlanta. (There is a copy of this

notice available on several media websites). Since then, the majority of the back and forth has been covered by the media. That said, as Joe's Family, we feel it necessary to set a few things straight:

Joe Patten was determined to be healthy enough to return to his normal living arrangements. He is not in declining health, and therefore does NOT require use of an assisted living facility. If we felt that he was in declining health, we too would encourage him to seek appropriate living arrangements to suit whatever health needs he has.

Secondly, his now-terminated lifetime lease had a clause that handled termination of his lease should his medical condition warrant it. This clause came just before the clause that allowed a Two-Third's majority vote to terminate his lease. If the Fox truly needed to have the legal ability to remove Joe due to a declining health situation, a clause in his existing lease addressed this quite adequately. This clause indicated that three independent physicians had to determine that Joe was incapable of returning to the Fox and should have care outside of the apartment. The claim that the lease "had" to be terminated to protect the Fox in the event of his declining health is simply false. The clause existed all along. The difference is that in the revised lease proposed by Atlanta Landmarks, the power to determine whether or not Joe was in good enough health to remain in his Apartment is not in the hand of physicians and medical experts, but in the hands of the representatives of the Fox Theatre.

As you can tell from the previous paragraphs of this message, as well as the letter delivered to Joe indicating that he was to seek outside living arrangements, the natural conclusion drawn by Joe's Family and Joe himself, is that the representatives would terminate the new lease quickly, and at their discretion.

As it stands, notification of eviction would start the 90 day timeline for Joe to vacate the Apartment. If Joe were to sign the revised lease, the language of the lease (being an at-will tenancy) is that the Fox could terminate the lease "at any time, for any reason, or no reason". He would also have even less time before he had to vacate the property. The term would be reduced to 60 days before he would be required to

vacate. Additionally, there is a clause in the revised lease that requires the express written consent of the Theatre if Joe is to have any visitor whatsoever. (Though the lease does say that consent would not be unreasonably withheld from a blood relative over the age of 21). This includes any of his friends, supporters, or old friends from the Fox who were previously employed there.

Copies of both the old and new leases will be made available upon approval of Joe's legal counsel. Those interested could review both and determine whether or not they think it is a fair arrangement after reviewing all of the information put forth in this note.

Naturally, we as Joe's family, and Joe himself do not feel it is a fair arrangement, but an agreement that can only lead to one outcome: Joe departing from the Fox at the will of the Fox's leadership, whom have already made clear their desire to have him removed.

I would also like to note that Joe has expressed that he is very grateful and has great joy in the fact that the people of Atlanta have rallied to his defense and shown their support. He has been greatly touched and overwhelmed by the positive notes, letters, phone calls, and demonstrations of support.

-Greg E. Patterson

Nephew of Joe Patten, the "Phantom of the Fox"